

RECORDING REQUESTED BY:

Roseburg Forest Products Co.

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WHEN RECORDED, MAIL TO:

Department Of Toxic Substances Control

Northern California-Central Cleanup

Operations Branch

8800 Cal Center Drive

Sacramento, California 95826-3200

Attention: James L. Tjosvold, P.E., Chief

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(Space Above This Line Reserved For Recorder's Use)

COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION

J.H. Baxter Superfund Site, Weed, Siskiyou County, California

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This Covenant and Agreement ("Covenant") is made by and between the Roseburg Forest Products Co. and its successors (the "Covenantor"), the current owners of property situated in Weed, County of Siskiyou, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code (H&SC) section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend pursuant to Civil Code Section 1471 and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of the U.S. Environmental Protection Agency (the "U.S. EPA") as a third party beneficiary.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 65.19 acres, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is part of the J.H. Baxter Superfund Site, listed on the National Priorities List in 1984 (the Site).

The Property is located at the northeastern margin of the City of Weed in Siskiyou County, California. The Property is generally bounded by residential areas of Weed on the west and northwest, by Angel Valley subdivision to the north, and the J.H. Baxter wood treating facility to the south. Land use in the Site area consists of industrial, residential, and pasture/mixed woodland.

1.02. Historically, the Property has been used for lumber product manufacturing activities since 1937.

1.03. Hazardous substances, as defined in section 25316, Chapter 6.8, Division 20 of the California H&SC, section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601(14); and 40 Code of Federal Regulations parts 261.3 and 302.4, remain on portions of the Property, including arsenic, copper, zinc, chromium, tetrachlorophenol, pentachlorophenol, dioxins and furans, and non-carcinogenic and carcinogenic polynuclear aromatic hydrocarbons in soil and arsenic, copper, zinc, chromium, tetrachlorophenol, benzene pentachlorophenol, dioxins and furans, carcinogenic and non-carcinogenic polynuclear aromatic hydrocarbons in groundwater. These substances are also hazardous materials as defined in H&SC section 25260.

1.04. The Record of Decision (ROD) for the J.H. Baxter Superfund Site was issued by the U.S. EPA on September 25, 1990 and ROD Amendment #1 was issued on March 27, 1998. Under the Amended ROD, the U.S. EPA Region IX Superfund Division Director selected a final remedial action for the Property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42

U.S.C. Sec. 9601 et seq. The Department concurred with this remedy.

1.05. The Amended ROD provides for a deed restriction limiting the future use of the Property. This restriction is necessary to preclude potential residential users' exposure to hazardous substances which will remain in Property soils after remedial actions are complete, to limit potential exposure to hazardous substances identified in groundwater beneath the Property, and to preclude disruption of the RCRA equivalent/on-site landfill, slurry wall, groundwater pump-and-treat system, and the asphaltic concrete cap.

1.06. Beazer East, Inc., International Paper Co., J. H. Baxter and Roseburg Forest Products Co. (together, the "Weed Remediation Group") have been remediating the Property pursuant to the Unilateral Administrative Order ("UAO") issued by the U.S. EPA on December 23, 1998 pursuant to Section 106 of CERCLA, 42 U.S.C. Section 9606.

1.07. As described in Section 67 of the UAO, land use restrictions are also necessary to ensure that the Property is not used in a manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures that are implemented pursuant to the UAO, including the slurry wall and groundwater pump and treatment system.

1.08. On August 6, 2001, a Consent Decree between the Weed Remediation Group and the U.S. EPA regarding the Property was entered by the United States District Court for the Northern District of California (Civil Action No. C01-2-24 SC) (the "Consent Decree"). The Consent Decree provides that J.H. Baxter and Roseburg Forest Products Co. must execute and record in Siskiyou County, California, environmental restrictions applicable to their respective Properties. The environmental restrictions will (1) grant a right of access to the State, (2) specify land use restrictions applicable to their respective Properties on the Site, and (3) bind subsequent owners of their respective Properties.

1.09. Remedial Measures implemented at the Property include remediation of soil areas to industrial cleanup standards, groundwater treatment to attain cleanup

standards as stated in the Amended ROD, and installation of a slurry wall for areas of groundwater and subsurface soil that cannot attain the cleanup standards (a Technical Impracticability Waiver (TI zone) has been issued for the area within the slurry wall). A groundwater pump-and-treat system (all wells, pumps, piping, electrical, and treatment systems required to monitor, control, and treat groundwater) has been installed onsite to control and remediate groundwater beneath the Property. These Remedial Measures are depicted on Exhibit "B" attached hereto and incorporated herein by reference.

## ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, which at any time hold title to or an ownership interest in all or any portion of the Property.

2.04. Occupant. "Occupant" means any Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.05. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response actions under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. U.S. EPA, or a state agency acting pursuant to a contract or cooperative agreement executed under CERCLA section 104(d)(1), 42 U.S.C. 9604(d)(1), or designated pursuant to a CERCLA Memorandum of Agreement entered into under subpart F of the NCP (40 C.F.R. 300.505), may be designated CERCLA Lead Agency. U.S. EPA is the CERCLA Lead Agency at the time of the recording of this Covenant.

ARTICLE III  
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5 (a)(1)(C) and California Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, (d) is for the benefit of the U.S. EPA as a third party beneficiary, and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees and runs with the Property in perpetuity, except as otherwise provided in this instrument. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department and U.S. EPA.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, assignment or other transfer of the Property, or any portion thereof, the owner, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferee written notice that hazardous substances are located on or beneath the Property.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for all or any portion of the Property which are hereafter executed or renewed. Further, each Owner or Occupant agrees to include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF THE PROPERTY, DATED \_\_\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON \_\_\_\_[DATE]\_\_\_\_, IN THE BOOK \_\_\_\_, PAGE \_\_\_\_, IN FAVOR OF AND ENFORCEABLE BY THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

3.05. Conveyance of Property. The Owner shall provide notice to the Department and to the U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

#### ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. Owner shall refrain from using the Property or such other property in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures implemented pursuant to the Amended Record of Decision and the UAO. The Property shall not be used for any of the following purposes:

(a) A residence, including but not limited to any mobile home or factory built housing, constructed or installed for use as residential human habitation.

(b) A hospital for humans.

(c) A public or private school for persons under 21 years of age.

(d) A day care center for children or elder care.

4.02. Non-Interference with Remedial Systems. Remedial Systems include the groundwater pump-and-treat and monitoring system, any cap placed on Site soil as part of the remedial measures implemented pursuant to the UAO, and the slurry wall and

associated gravel drainage trench. Covenantor agrees that:

(a) Activities that may disturb the Remedial Systems shall not be permitted on the Property without prior written approval by the CERCLA lead agency.

(b) All uses and development of the Property shall preserve the integrity of the Remedial Systems.

(c) The Remedial Systems shall not be altered without the prior written approval of the CERCLA lead agency.

4.03. Prohibited Activities. The following restrictions shall also apply at the Property:

(a) Extraction of groundwater from within the TI Zone for purposes other than CERCLA lead agency-approved site remediation is prohibited. Extraction of groundwater for purposes other than site remediation shall not be conducted from other portions of the Property unless the CERCLA lead-agency has determined that the extracted groundwater meets, or once treated will meet, remedial goals as set forth in Table 4-2 of the Amended ROD.

(b) Activities that may disturb (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) any ROD-required cap placed upon Property soil shall not be permitted without prior written approval from the CERCLA lead agency. Such prior written approval may take the form of a soils management plan submitted by the current Owner of the Property and approved by the CERCLA lead-agency, if the soils management plan permits such activities. The soils management plan previously approved by US EPA (*i.e., the Post Closure Operations and Management Plan Surface Soils, Area B and Ditch Sediments for the Property*) constitutes such written approval for activities permitted by the Soils Management Plan for as long as Roseburg Forest Products Co. holds fee simple title to the Property.

(c) Activities that may disturb the slurry wall and/or the associated gravel drainage trench shall not be permitted without prior written approval from the CERCLA lead agency.

(d) Soils excavated from within the slurry wall area shall not be removed outside of the slurry wall area.

4.04. Soil Management. Except for CERCLA lead-agency approved site remediation activities, contaminated soils may only be brought to the surface (by grading, excavation, trenching, backfilling, or otherwise) with the prior written approval of the CERCLA lead agency and if such soils are managed in accordance with applicable provisions of state and federal law. The prior written approval of the CERCLA lead-agency may take the form of a soils management plan submitted by the current Owner of the Property and approved by the CERCLA lead-agency, if the soils management plan permits such activities. The soils management plan previously approved by US EPA (i.e. the *Post Closure Operations and Management Plan Surface Soils, Area B and Ditch Sediments* for the Property) constitutes such written approval for activities permitted by the Soils Management Plan for as long as Roseburg Forest Products Co. holds fee simple title to the Property.

4.05. Access for the Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety or the environment. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of entry and access, or EPA's authority to take response actions, under CERCLA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; or any other federal law.

4.06. For safety purposes, when the Department and or U.S. EPA are on the Property, they shall notify Covenantor by presenting their credentials or identification, logging in and out at the plant office when entering or leaving the Property, and shall allow a representative of Covenantor to accompany them. When these individuals log in at the plant office, Covenantor shall provide them with a copy of the Covenantor's safety regulations for its operations at the Property. Those individuals granted access rights shall, when on the Property or any portion thereof, abide by all reasonable safety standards requested by the property owner of that portion of the Property.



4.07. Access for Implementing O&M. The entity or person(s) responsible for implementing the O&M activities relating to the groundwater pump-and-treat system, any ROD required cap(s), and slurry wall with associated drainage trench shall have reasonable right of entry and access to the Property for the purpose of implementing these O&M activities subject to all safety standards requested by the Owner. Such right of entry and access shall continue until such time as the CERCLA lead agency determines that such activities are no longer required. For safety purposes, when these personnel are on the Property and if they are not employees of the Covenantor, they shall notify Covenantor by presenting their identification, logging in and out at the plant office when entering or leaving the Property, and shall allow a representative of Covenantor to accompany them. When these individuals log in at the plant office, Covenantor shall provide them with a copy of the Covenantor's safety regulations for its operations at the Property. These individuals granted access rights shall, when on the Property or any portion thereof, abide by all reasonable safety standards requested by the property owner of that portion of the Property.

## ARTICLE V ENFORCEMENT

5.01. Enforcement. The Department shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. This Covenant shall be enforceable by the Department pursuant to H&SC, Division 20, Chapter 6.5, Article 8 (commencing with section 25180). Failure of the Covenantor, Owner or Occupant to comply with the restrictions specifically applicable to them shall be grounds for the Department to require that the Covenantor, Owner or Occupant modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA, and violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law or equity.

ARTICLE VI  
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. Unless and until the State of California assumes CERCLA lead agency responsibility for Site operation and maintenance, no variance may be granted under this paragraph 6.01 without prior review and prior concurrence of the variance by U.S. EPA. Any approved variance shall be recorded in the land records by the person or entity granted the variance.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. Unless and until the State of California assumes CERCLA lead agency responsibility for Site operation and maintenance, no termination may be granted under this Paragraph 6.02 without prior review and prior written concurrence of the termination by U.S. EPA.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

7.01. No Dedication or Taking. The Covenantor entered into this agreement as part of a resolution with the Department and U.S. EPA of its alleged liabilities for the Property. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing in this Covenant shall be construed to constitute a taking under state or federal law.

7.02. Department References. All references to the Department include successor agencies/departments of other successor entity.

As to the U.S. EPA:

Travis L. Cain, SFD-7-2  
U.S. Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, California 94105-3901

and

Sarah E. Mueller, ORC-3  
U.S. Environmental Protection Agency  
Region IX  
75 Hawthorne St.  
San Francisco, California 94105

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

7.07. Third Party Beneficiary. U.S. EPA's rights as a third party beneficiary of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

7.08. Statutory References. All statutory references include successor

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Siskiyou within fifteen (15) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

As to Roseburg Forest Products Co.:

Ellen Porter  
Manager, Environmental Affairs  
Roseburg Forest Products Co.  
P.O. Box 1088  
Roseburg, Oregon 97470

and

Steven H. Goldberg  
Downey Brand LLP  
555 Capitol Mall, 10th Floor  
Sacramento, California 95814

As to the Department:

Department of Toxic Substances Control  
Northern California-Central Cleanup Operations Branch  
Site Mitigation and Brownfields Reuse Program  
8800 Cal Center Drive  
Sacramento, California 95826-3200  
Attention: James L. Tjosvold, P.E., Chief

provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

Roseburg Forest Products Co.

By: Allen C. Fox

Title: Manager, Environmental Affairs

Date: 11/27/06

"Department"

By: James L. Tjosvold

Mr. James L. Tjosvold, P.E. Chief

Northern California-Central Cleanup Operations Branch

Date: 1/9/07

# EXHIBIT A

### Exhibit "A"

A parcel of land located in Section 1, Township 41 North, and Section 36, Township 42 North, Range 5 West, Mount Diablo Base and Meridian, in the **City of Weed** and **Siskiyou County, State of California**, more particularly described as follows:

Commencing at the Northwest Corner of said Section 1, said corner being a 2 1/2 inch diameter brass cap set flush to the top of existing street pavement as shown and described on that certain map on file in the Office of the Siskiyou County Recorder in Book 8 of Parcel Maps at pages 189 and 190; thence South 56° 48' 19" East, a distance of 1431.73 feet to the **POINT OF BEGINNING** for this parcel description;

Thence the following twenty-four courses:

Thence North 54° 13' 22" West, a distance of 81.20 feet;

Thence North 39° 35' 25" West, a distance of 78.48 feet;

Thence North 26° 22' 05" West, a distance of 114.13 feet;

Thence North 16° 34' 36" West, a distance of 102.64 feet;

Thence North 6° 48' 43" West, a distance of 326.49 feet;

Thence North 0° 41' 16" West, a distance of 130.34 feet

Thence North 1° 10' 57" East, a distance of 119.43 feet;

Thence North 12° 51' 47" East, a distance of 89.90 feet;

Thence North 32° 57' 25" East, a distance of 65.40 feet;

Thence North 43° 22' 31" East, a distance of 87.97 feet;

Thence North 47° 37' 48" East, a distance of 399.06 feet;

Thence North 36° 28' 59" East, a distance of 83.18 feet;

Thence North 23° 20' 14" East, a distance of 77.08 feet;

Thence North 14° 05' 06" East, a distance of 92.42 feet;

Thence North 9° 57' 17" East, a distance of 101.10 feet;

Thence North 14° 04' 00" East, a distance of 98.58 feet;  
Thence North 33° 38' 44" East, a distance of 76.71 feet;  
Thence North 42° 23' 48" East, a distance of 102.80 feet;  
Thence North 58° 10' 14" East, a distance of 134.89 feet;  
Thence North 66° 17' 02" East, a distance of 139.92 feet;  
Thence North 77° 23' 14" East, a distance of 148.71 feet;  
Thence North 88° 55' 54" East, a distance of 139.31 feet;  
Thence South 84° 56' 05" East, a distance of 128.90 feet;  
Thence North 88° 12' 41" East, a distance of 123.71 feet to the northerly edge of a  
graveled road;  
Thence along the northerly edge of said gravelled road the following six courses:  
Thence North 70° 23' 26" East, a distance of 88.23 feet;  
Thence North 79° 49' 25" East, a distance of 92.74 feet;  
Thence North 79° 23' 20" East, a distance of 167.90 feet;  
Thence North 79° 08' 29" East, a distance of 86.00 feet;  
Thence North 86° 19' 35" East, a distance of 54.44 feet;  
Thence North 83° 57' 07" East, a distance of 47.34 feet;  
Thence leaving said northerly edge of gravelled road;  
Thence South 66° 32' 47" East, a distance of 39.76 feet;  
Thence South 2° 11' 11" West, a distance of 41.77 feet;  
Thence South 51° 05' 27" West, a distance of 39.80 feet;  
Thence South 68° 13' 13" West, a distance of 555.05 feet;



Thence South 24° 13' 49" East, a distance of 1113.39 feet to the northerly edge of a 60 feet wide paved road;

Thence, along said northerly road edge, South 63° 58' 07" West, a distance of 518.85 feet;

Thence, leaving said northerly road edge, South 26° 01' 55" East, a distance of 497.41 feet, more or less, to the northerly line of that certain parcel of land described as Parcel One in Volume 478 of Official Records at pages 861 through 864 on file in the Office of the Siskiyou County Recorder, said Parcel One being vested in J.H. Baxter & Co.;

Thence, along said northerly line of Parcel One the following five courses:

Thence South 75° 36' 37" West, a distance of 151.16 feet, more or less, to an angle point in said northerly line of Parcel One;

Thence South 64° 00' 00" West, a distance of 268.43 feet;

Thence South 89° 45' 21" West, a distance of 356.48 feet;

Thence North 67° 59' 10" West, a distance of 271.38 feet;

Thence South 33° 02' 52" West, a distance of 88.57 feet to the most westerly corner of said Parcel One, said point also being the most northerly corner of that certain parcel of land described as Parcel Two in Volume 478 of Official Records at pages 861 through 864 on file in the Office of the Siskiyou County Recorder;

Thence South 66° 04' 05" West, a distance of 247.65 feet along the northerly line of said Parcel Two to the most westerly corner of said Parcel Two;

Thence, leaving said northerly line of Parcel Two, North 28° 05' 45" West, a distance of 45.00 feet to the northerly line of that certain City street known as "Mill Street";

Thence, along said northerly line of street, South 61° 54' 15" West, a distance of 79.56 feet, more or less, to a point which bears South 68° 11' 55" East from the **Point of Beginning**;

Thence North 68° 11' 55" West, a distance of 78.71 feet, more or less, to the **Point of Beginning** and the **TERMINUS** of this description.

Excepting any portion located within publicly owned streets or right-of-ways.

Bearings for this description are based on that certain map on file in the Office of the Siskiyou County Recorder in Book 3 of Record Surveys at page 101.

CROSSLINED AREA INDICATES  
AREA OF LEGAL EXHIBIT "A"

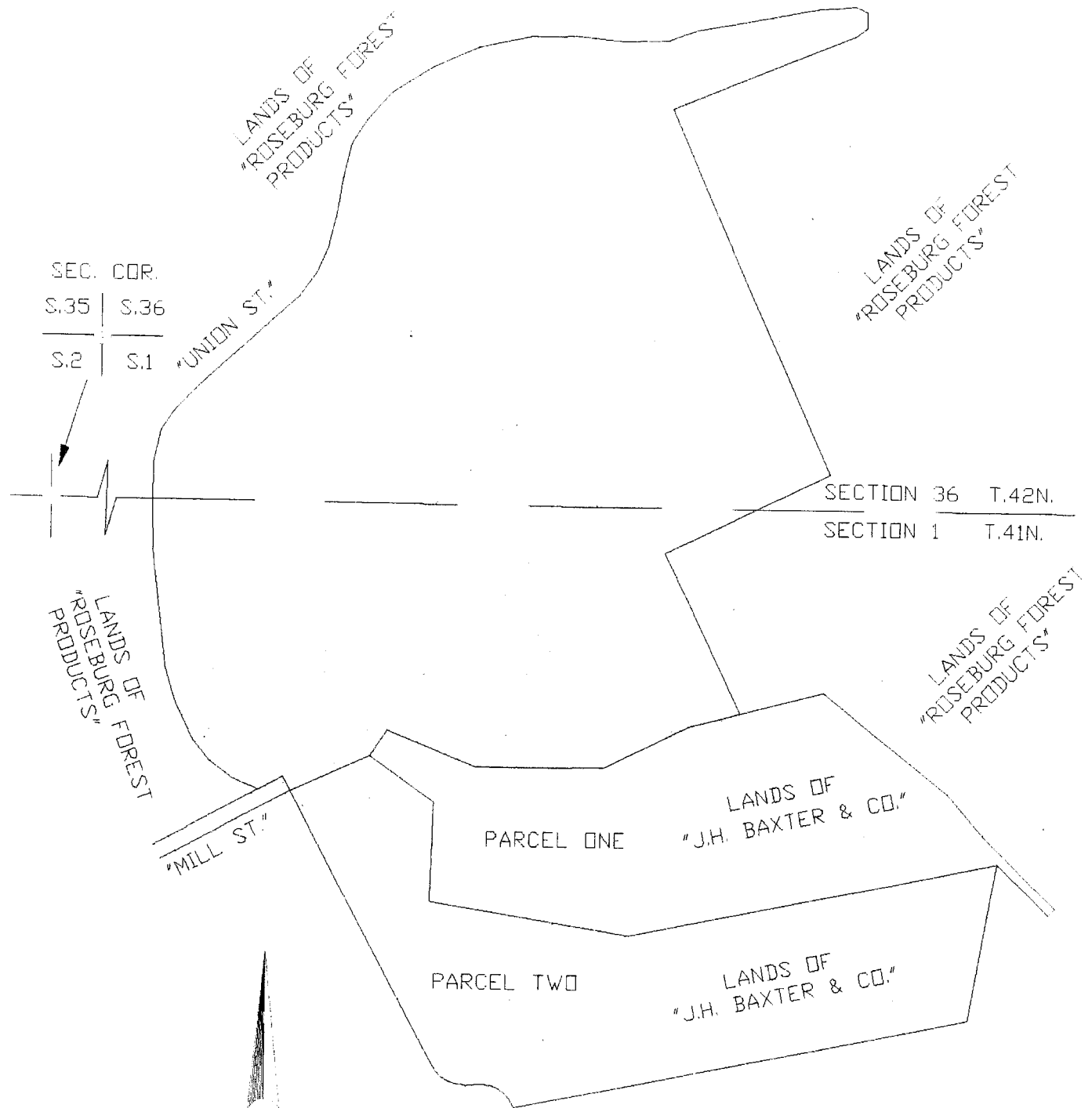
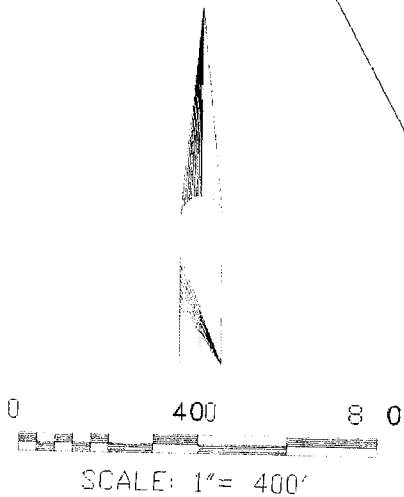


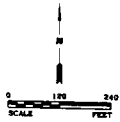
EXHIBIT MAP

FOR  
ROSEBURG FOREST PRODUCTS

LOCATED IN SEC. 1, T.41N. AND SEC. 36,  
T.42N., R.5W., M.D.B. & M., IN THE CITY  
OF WEED AND COUNTY OF SISKIYOU,  
STATE OF CALIFORNIA



# EXHIBIT B



Area "B" Bioventing System

LOG DECK

Limits of AOC

LOG DECK

LOG DECK

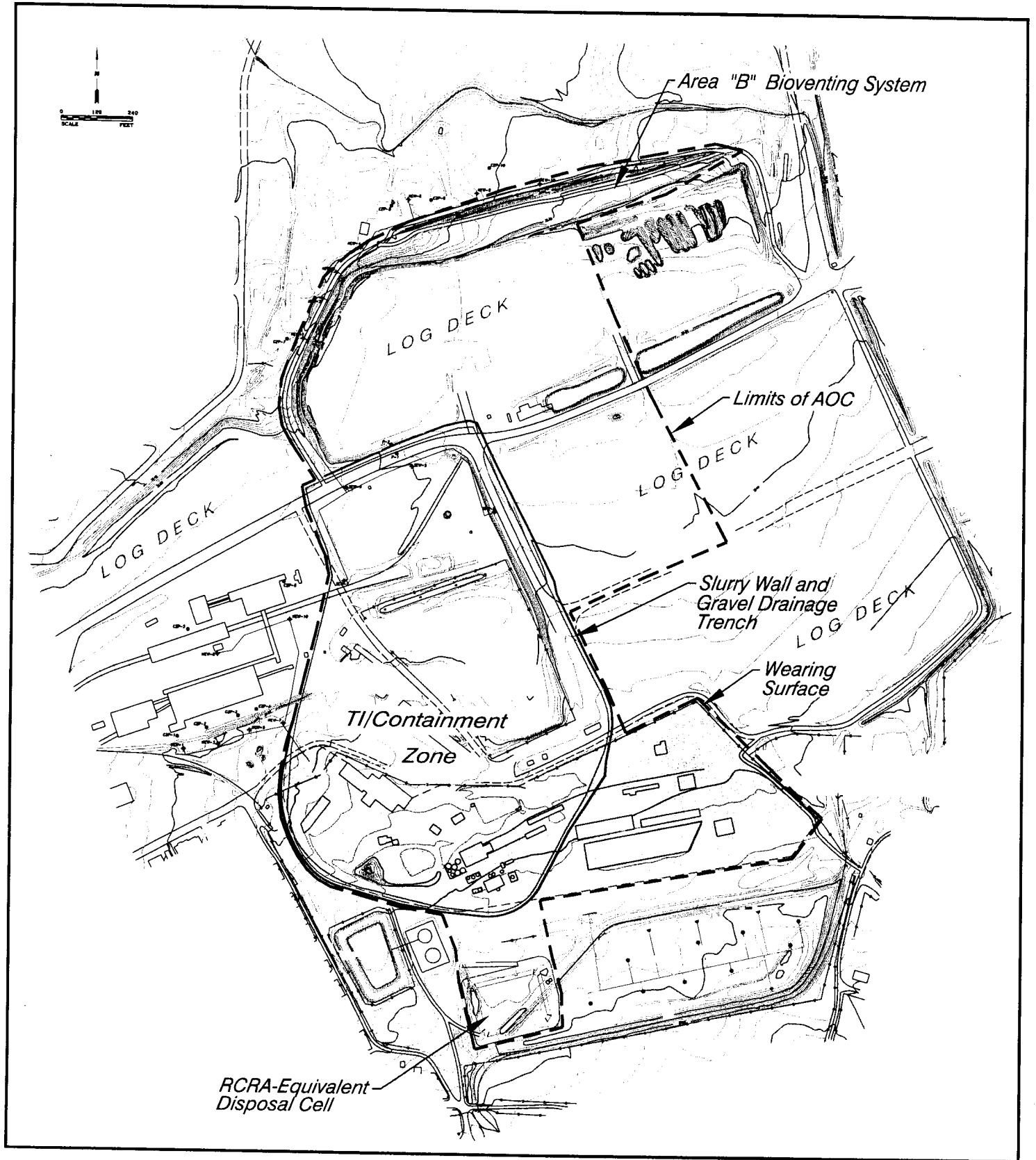
Slurry Wall and  
Gravel Drainage  
Trench

LOG DECK

Wearing  
Surface

TI/Containment  
Zone

RCRA-Equivalent  
Disposal Cell



STATE OF ~~CALIFORNIA~~ Oregon )

COUNTY OF Douglas )

On this 11-27-06 day of November, in the year 2006,

before me Ellen Porter, personally appeared

\_\_\_\_\_

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is /~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Margo Hess



# Acknowledgment

State of California

County of Sacramento

On January 9, 2007 before me, Kathleen C. Duncan  
Notary Public

Personally appeared James L. Tjersved

Personally known to me to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person, or the entity upon behalf of  
which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen C. Duncan

(Seal)

